



Stabilisation of Unbound Pavement Supply

**Closing
10:00am Monday 14 October 2024**

1. Introduction

Murrumbidgee Council invites tenders for the carrying out of stabilising of unbound pavement, as required, within Council's Local Government Area (LGA). Council intends to form a panel of preferred suppliers.

Council will ensure works are scoped for stabilising services in accordance with this Request for Tender (RFT).

This is a Schedule of Rates tender (based on actual quantities used), and all rates must be displayed as GST exclusive and GST inclusive. Council will only process payment upon receipt of a valid tax invoice.

The prices stated in the Schedule of Rates are subject to cost adjustment where there is a rise or fall in product price during the course of the contract. Further cost adjustment to the Schedule of Rates for annual inflationary/deflationary cost pressures are applicable where the term of the contract extends past the initial term of the contract.

Council reserves the right to enter into an agreement with one or more tenderers to assist with the delivery of its annual stabilising of unbound pavement

The initial term of the Panel is a 2-year period commencing from 1 November 2024 (or agreed commencement date). Council may, at its sole discretion, extend the term for up to two (2) additional one-year periods.

Tenderers must submit tender in the manner required by this RFT.

Council has adopted a Statement of Business Ethics, which applies to this tender process. A copy of the Statement is available for download via Council's website www.murrumbidgee.nsw.gov.au

This tender will be conducted in accordance with the requirements of the *Local Government Act 1993*, the *Local Government (General) Regulations 2005* and the *Division of Local Government Tendering Guidelines*.

Title of Tender	Murrumbidgee Council - Stabilising of Unbound Pavement
Closing	10.00am Monday 14 October 2024
Contact Person	All enquiries relating to this tender must be directed through Council's Infrastructure team – reference : Stabilisation Tender. E: zackw@murrumbidgee.nsw.gov.au M: 0400 356 601 T: 1300 676243
Lodging a Tender	Tenders should be lodged via email to tenders@murrumbidgee.nsw.gov.au marked to attention: Zack Walsh or to Council's office 35 Jerilderie Street, Jerilderie marked CONFIDENTIAL – TENDER.
Tender Documents	The documents that comprise the request for tender include: 1. Tender Conditions and Forms 2. Specifications 3. General Conditions of Contract

Evaluation Criteria

Tenders will be examined and evaluated according to the following criteria, which includes both price and non-price criteria.

Tenders will be assessed using a weighted scoring process based on the information submitted by a tenderer in response to the tender document.

The following non-price and price criteria will be used in the evaluation of submissions for this tender.

Non-Price Criteria		Weighting
1	Past experience <i>(Based on tender submission and Council's research)</i>	20%
2	Key Personnel Experience <i>(Based on tender submission, referee interviews and Council's research)</i>	5%
3	Quality Management <i>(Details of quality control plans and example project lot package demonstrating understanding of testing requirement, record keeping, etc.)</i>	10%
Total		35%

Price Criteria		Weighting
1	Schedule of Rates (Price cost to Council)	65%

Form 1

Formal Offer

CONTRACT No.:	PROJECT:
Tenderer:
<i>(Full trading name)</i>
Registered Office Address:	Business Address:
.....
Telephone:	Mobile:
Email:

LEGAL STATUS

Tenderers must complete the following table:

Legal Structure	Name	Australian Company Number (ACN)	Australian Business Number (ABN)
Company			
Trust *			
Individual			
Partnership			

* Include details of both the trust and its trustee

The tenderer named above, hereby offers to provide goods, works and/or services in accordance with:

- Conditions of tendering;
- Conditions of contract;
- The specification;
- Any addenda to the above.

The tenderer acknowledges that, if successful, the documents listed above shall form part of the contract, and agrees to be bound by the contract conditions.

The tenderer warrants and represents:

- It has fully acquainted itself with all of the documents referred to in the tender and all matters relating there to;
- It agrees to be bound by the Conditions of Tendering;
- All of the information provided in its tender is true and correct;
- It has made its own enquires and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its tendered price;
- It has allowed for all such risks and contingencies in its tender price.

AMENDMENTS TO TENDER DOCUMENTS

Tenderer to sign and return any amendments issued during the tender period as confirmation of their receipt of advice.

CONFLICTS OF INTEREST

The tenderer shall confirm whether there exist any interests, relationships (including those of family members and employees) or clients that may or do give rise to a conflict of interest:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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If “Yes”, as an attachment to this declaration the tenderer shall detail the area in which that conflict or potential conflict does or may arise, and provide details of strategies for preventing conflicts of interest.

Executed by Authorised Officer of Tenderer who has delegated authority to enter into a contract:

Signature:

.....

Name and Title:

.....

Date:

.....

Signature of Witness:

.....

Name of Witness:

.....

Date:

.....

CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER

Name:

Position:

Mobile Number:

Email Address:.....

Form 2

Tender Prices

Tenderers must insert the amount allowed for each of the following items:

Stabilising of unbound pavement for the period November 2024 to November 2026.

Schedule of Rates

Item No.	Description of service	Unit of measure	Rate Ex. GST	GST	Rate Inc. GST
1	Establishment	Item			
2	Mixer with operator	Day Rate			
3	Spreader Truck with Operator	Day Rate			
4	Mixer/Operator down time	Hour			
5	Spreader/Operator down time	Hour			
6	Consumables	Item			

Tenderers must provide an example of a project lot package to demonstrate understanding of testing requirements and record keeping, including:

- (a) A Stabilising Agent Traceability form and onsite records
- (b) Conformance testing reports including spread rates of product and pass records.

RMS Documents for Works Specifications:

- a) QA Specification M250 — Heavy Patching
- b) QA Specification 3051 — Stabilization of Unbound Pavement
- c) QA Specification G22 — Work Health And Safety (Major Works)
- d) QA Specification G35 — Environmental Protection (Management Plan)
- e) QA Specification R73 — General Specification for Pavement Construction
- f) QA Specification 3151 — Cover Aggregate for Pavement Works
- g) QA Specification 3251 — Stabilising Agents for Pavements
- h) QA Specification 3262 — Lime for Pavement Stabilization
- i) QA Specification R101 — Stabilising Materials for Pavements
- j) QA Specification G10 — Traffic Control
- k) RMS Traffic Control at Worksites Manual — Version 6.1
- l) AS1742.3-2009 — Manual of Uniform Traffic Control Devices for Works on Roads

Work Health and Safety (WHS) Plan:

WHS Requirements

In compliance with NSW safety laws and SafeWork NSW guidelines, the following WHS measures are required for road stabilising and heavy patching activities:

Hazard Identification

- Risks related to equipment use (e.g. stabilising machinery).
- Dust exposure, particularly during dry weather conditions.
- Working at heights and in confined spaces (e.g. during patching of deep trenches).
- Vehicle and machinery movements near workers.

Risk Control Measures

- Use of Personal Protective Equipment (PPE) such as hard hats, high-visibility clothing and respiratory masks.
- Onsite training for workers to ensure safe equipment handling and awareness of site-specific risks.
- Regular safety inspections and audits to ensure that all work complies with SafeWork NSW standards.

WHS Compliance

- Contractors must adhere to relevant WHS legislation, including SafeWork NSW Codes of Practice.
- A detailed WHS Management Plan must be submitted as part of the tender, outlining the contractor's approach to safety, including risk assessments, incident reporting procedures, and compliance monitoring.

Environmental Management Plan (EMP):

To ensure minimal environmental impact during stabilising and heavy patching activities, contractors are required to adhere to Murrumbidgee Council's Environmental Management Systems (EMS) and implement the following practices:

Dust Control

- Contractors must follow Murrumbidgee Council's dust control procedures, which include the use of dust suppression measures, such as water spraying, to minimise dust generation during stabilising operations.
- Ensure that dust is managed in accordance with Council's guidelines to protect the health of workers and nearby communities.

Waste Management

- Contractors must adhere to Murrumbidgee Council's waste management protocols for the disposal of excess materials, including soil, unused chemicals, and stabilising agents.
- All waste must be disposed of in compliance with Council's environmental regulations, and only at facilities approved by Murrumbidgee Council.

Water Runoff Management

- Contractors must implement water runoff management strategies in line with Murrumbidgee Council's stormwater management guidelines to prevent contamination during works.
- Temporary drainage systems or barriers must be used to manage water flow and prevent erosion or pollution, in accordance with Council's procedures.

Payment Terms:

Progress Payments

- Payments will be made based on the completion of specific milestones, such as the successful completion of a section or phase of the stabilising or heavy patching work.
- Each milestone will be linked to a payment schedule agreed upon, in advance, with the contractor.
- Contractors must submit progress claims, including detailed reports of the work completed, for approval before payment is released.

Final Payment

- The final payment will be made once all work is completed to the satisfaction of Murrumbidgee Council, including any necessary defect rectifications.
- Contractors must submit a final claim, along with all required documentation (e.g., test results, completion certificates), for approval.

Insurance Requirements

- **Public Liability Insurance:** Contractors must have public liability insurance of at least \$20 million to cover any incidents or damages that may occur during the project.
- **Professional Indemnity Insurance:** If applicable, contractors must carry professional indemnity insurance to cover any errors or omissions in the performance of their services.
- **Workers' Compensation Insurance:** Contractors must comply with NSW legislation regarding workers' compensation, and have appropriate coverage for all employees involved in the project.

Additional Documentation:

Incident Reporting Forms

- Contractors must provide incident reporting forms to be used for documenting any safety or environmental incidents that occur on-site.
- All incidents must be reported immediately to Murrumbidgee Council, and a detailed report must be submitted within 24 hours, outlining the cause of the incident and corrective actions taken.

Inspection Checklists

- Contractors are required to maintain detailed inspection checklists for both quality assurance (QA) and work health and safety (WHS) plans.
- These checklists must include daily records of site conditions, equipment checks, and any issues identified during the work.
- The completed checklists should be submitted to Council at the end of each workday, or as required.

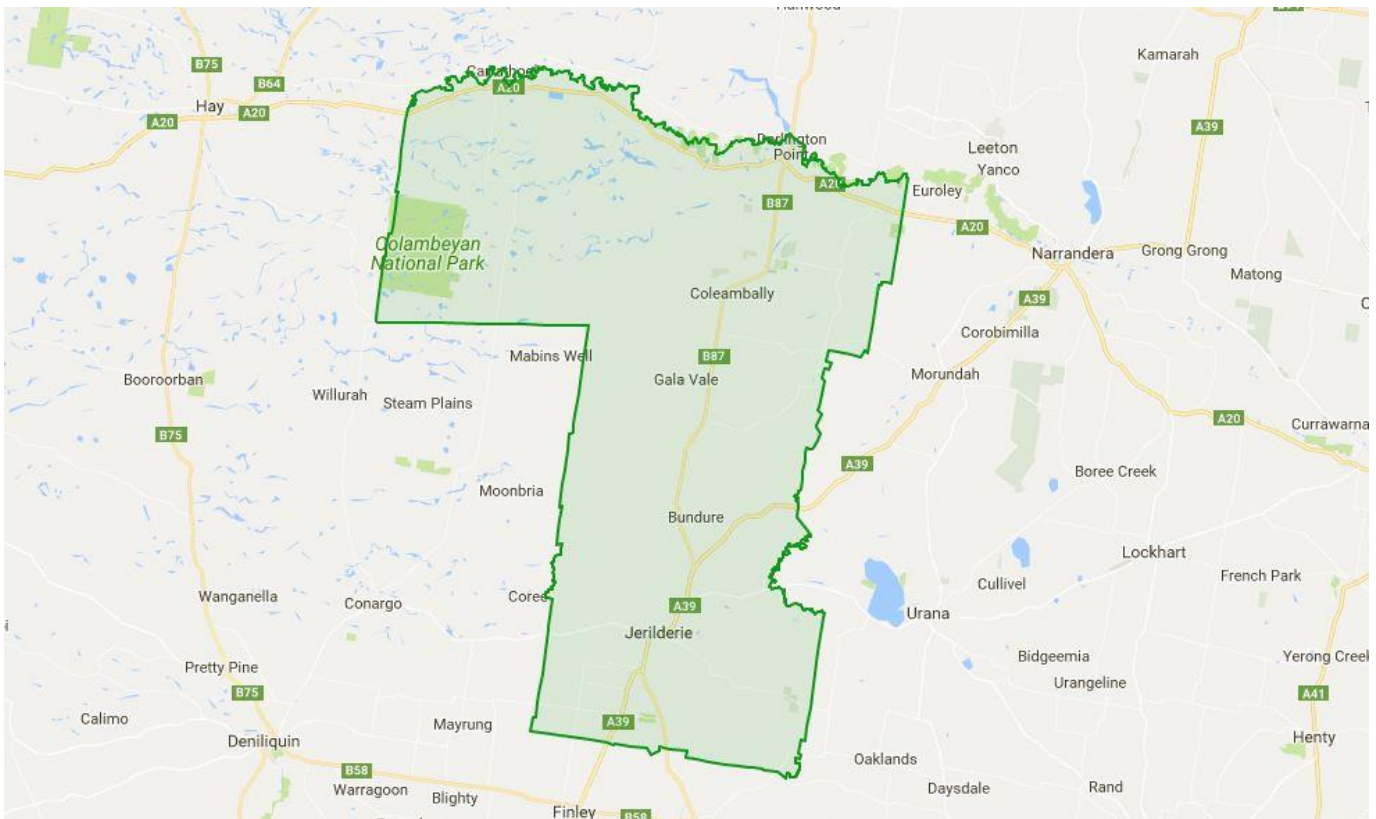


Image 1 – Map of Murrumbidgee Council Local Government Area

****end tender****